



We welcome you enthusiastically to **the Village of Los Lunas**. We believe that Village facilities are the center of our community. When you and your group use a facility during and/or after hours of operation, please observe the following criteria:

1. Please fill out the attached Village facilities lease form.
2. Please provide the required Certificate of Insurance to cover any liability.
3. Limit yourselves to the space designated.
4. Use only the restrooms adjacent to the designated area.
5. You are responsible for all material and supplies needed.
6. Our kitchens are not available for public use.
7. Supervise your gatherings at all times. Any unruly behavior, (e.g. running, screaming, jumping on furniture, etc.) is not acceptable. All damages will 1) be reported to the Site Manager immediately and 2) be replaced by the individual requesting use of our facility.



We welcome you to use the Village facilities. We are proud of our facilities and would like to keep them in great working condition. Following the criteria listed above will help assure our buildings will remain in good condition and you will be welcomed again for future events.

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I have read and understand the criteria for the use of the Wellness Center facility.

\_\_\_\_\_  
(Signature of person responsible for contact)

\_\_\_\_\_  
(Date)

**APPLICATION FOR USE OF VILLAGE FACILITIES  
VILLAGE OF LOS LUNAS**

The undersigned, as applicant for use of Village facilities, herewith makes application and agrees to be bound by conditions as hereinafter set forth in this application and to policy of Village of Los Lunas Council on use of Village facilities.

Name of Applicant or Organization: \_\_\_\_\_

Name of Responsible Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Address of Responsible Person: \_\_\_\_\_

Facility Requested: \_\_\_\_\_ Est. Attendance: \_\_\_\_\_

Usage Date(s) \_\_\_\_\_ to \_\_\_\_\_ Day(s) of Week: \_\_\_\_\_

Hours From: \_\_\_\_\_ to \_\_\_\_\_

Purpose for use of Facility: \_\_\_\_\_

**CONDITIONS PRECEDENT TO USE OF FACILITIES:**

All scheduled activities shall terminate by 12 midnight.

No alcohol or illegal drugs shall be allowed on premises at any time and there shall be no smoking within any building.

Rented area shall be cleaned immediately upon termination of activity. Failure to do so may result in termination of any future use of the facilities at the discretion of the Site Manager or Village Administrator.

The "Responsible Person" or their designee must be present when facilities are open and in use.

Except as specifically permitted by the Site Manager, there shall be no access to the use of facility telephones, copiers, Kitchen, or other Village equipment.

Any damage done to Village property during the term of applicant's use of Village facilities shall be paid for by applicant upon submission of a bill from the Village of Los Lunas. The Village of Los Lunas shall have the sole right to determine the extent and value of such damages.

Facility fee, opening and closing fees, and cleaning/damage deposit fee shall be in accordance with the schedule on the back of this application and shall be payable at the time the application is submitted for approval.

Activities with 50 or more participants shall require a security guard at applicant's expense. Please note that some facilities have a maximum occupancy that must be complied with.

\*Special Provisions: \_\_\_\_\_

APPLICANT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank L. Otero, Site Manager

\*SP: \$ 0.00

Facility Fee: \$ 0.00

Open/Close Fee: \$ 0.00 based on \_\_\_\_ hrs

TOTAL \$ 0.00

## **REGULATIONS GOVERNING FEES FOR USE OF FACILITIES**

### **1. Facility Fees:**

- a. schedule of fees per event:

	Not-for-Profit		
	Profit	Greater than 10	10 or Less
Multi-purpose/Conference room	\$50.00	\$30.00	\$10.00
½ Conference room/Small room	\$25.00	\$20.00	\$10.00

- b. Fee must be paid to the Village of Los Lunas at the time application is submitted.

### **2. Opening and Closing Fee:**

- a. All events and activities must have a Village employee present at the facility. If no Village employee can be scheduled to be present at the facility the event or activity shall not be scheduled.
- b. Management fees shall be charged on an hourly rate. Total fee charged would be based on total hours facility is to be used and based on \$10.00 per hour.
- c. Fee must be paid to the Village of Los Lunas at the time application is submitted.

### **3. Cleaning/Damage Deposit:**

- a. A \$200.00 cleaning/damage deposit fee shall be paid. This deposit will be returned after the Site Manager has determined that the facility has been appropriately cleaned and undamaged.
- b. A separate check covering this deposit and made out to the Village of Los Lunas must be submitted with the application.
- c. This deposit may be waived when a determination has been made that previous usage has not resulted in damage or need for additional cleaning.

### **4. Other Regulations/Policies**

- a. Any cancellations not made within normal business hours at least 24 hours (48 hours in the case of Sunday) before the scheduled event or activity will result in all fees and charges being forfeited.
- b. Political meetings that are open to the public and are not fund raising events will be charged for the use of facilities at the not-for-profit rate.
- c. The Village of Los Lunas will incur the expenses for qualified organizations as an in-kind match (donation) based on non-profit community services criteria. The criteria will be evaluated on a case by case basis. To qualify for this the user/s must represent a government entity or be a current tenant of The Wellness Center.

## INDEMNITY AGREEMENT

### General form of an agreement to indemnify another from liability as a result of claims arising from a specified event

Agreement made \_\_\_\_\_ [date], between \_\_\_\_\_ [name], of \_\_\_\_\_ [address], \_\_\_\_\_ [city], \_\_\_\_\_ County, \_\_\_\_\_ [state], here referred to as indemnitor, and the Village of Los Lunas Wellness Center, of 3445 Lambros Loop, P. O. Box 1209, Los Lunas, Valencia County, New Mexico, here referred to as indemnitee.

In consideration of the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or other (in-kind) considerations, the parties agree as follows:

#### SECTION ONE LIABILITY, LOSS, OR DAMAGE

Indemnitor undertakes to indemnify indemnitee from any and all liability, loss, or damage indemnitee may suffer as a result of claims, demands, costs, or judgments against indemnitee arising from the use of the facility for specified event (s) when caused by the negligent or intentional acts of indemnitor.

#### SECTION TWO DURATION

Indemnity under this agreement shall commence on \_\_\_\_\_ [date of event], and shall continue in full force until \_\_\_\_\_ (date) [or indicate terminating event].

#### SECTION THREE REQUIREMENT OF NOTICE TO INDEMNITOR

Indemnitee agrees to notify indemnitor in writing, within 30 days, by registered or certified mail, at indemnitor address as stated in this agreement, of any claim made against indemnitee on the obligations indemnified against.

In witness whereof, the parties have executed this agreement at \_\_\_\_\_  
[designate place of execution] the day and year first above written

\_\_\_\_\_  
Signature (Indemnitor)

\_\_\_\_\_  
Signature (Witness)